



County of Los Angeles CHIEF EXECUTIVE OFFICE

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LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

January 8, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Dear Supervisors:

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

**DEPARTMENT OF PUBLIC WORKS: RESIDENTIAL RECYCLING
PUBLIC EDUCATION PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award a contract for the Residential Recycling Public Education Program in a sum not to exceed \$744,849 for a two-year contract term to FAME Assistance Corporation, a California nonprofit organization, located in Los Angeles, California. This contract will commence upon your Board's approval and includes a one-year renewal option in an amount not to exceed \$372,424.50 for a total contract period not to exceed three years.
2. Authorize the Director of Public Works or his designee to increase the contract award by an amount not exceeding 25 percent of the two-year contract sum for the initial contract term, or 25 percent of the one-year renewal option, as applicable, for unforeseen, additional work within the scope of the contract, if required.
3. Authorize the Director of Public Works or his designee to execute the contract; to renew the contract for the renewal option if, in the opinion of the Director of Public Works, the contractor has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes to the agreement that do not

significantly affect the scope of work thereunder or exceed the Maximum Contract Sum of \$1,117,273.50, plus contingency; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to deliver public education and public relations services to promote and encourage residential recycling within the unincorporated County areas. This program is consistent with the Board-adopted Los Angeles County Source Reduction and Recycling Element that was prepared pursuant to the California Integrated Waste Management Act of 1989, Assembly Bill 939. The Department of Public Works (Public Works) has contracted for this service since 1990.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Organizational Effectiveness (Goal 3), Children and Families' Well-Being (Goal 5), and Community Services (Goal 6). Having a contractor that has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The contract sum is \$744,849 for the initial two-year contract term plus 25 percent of that sum, or \$186,212 for unforeseen, additional work within the scope of the contract, and \$372,424.50 for the option year, plus 25 percent of that sum, or \$93,106 for unforeseen, additional work within the scope of the contract. The contract sum is based on the price quoted by the contractor, the estimated cost of extraordinary as-needed repairs to the residential recycling kiosks, the estimated broadband Internet connectivity costs, and unforeseen, additional work.

Funds to finance the initial first year of the contract are included in the Fiscal Year 2007-08 Solid Waste Management Fund Budget. Funds to finance the second contract year and for the contract's renewal year will be requested through the annual budget process.

This contract does not allow for a cost-of-living adjustment for the optional year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract will be in the form previously reviewed and approved by County Counsel (Attachment A). The recommended contract was solicited on an open competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

The contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence or General Relief Opportunities for Work Programs (GAIN/GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; and the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractor is FAME Assistance Corporation, a California nonprofit organization, located in Los Angeles, California. This contract will commence upon your Board's approval for a term of two years. With your Board's delegated authority, the Director of Public Works may renew this contract for a 1-year renewal option for a total contract period not to exceed three years.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on March 15, 2007, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed, and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code Chapter 2.121).

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b)(4) of the California Environmental Quality Act (CEQA), approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA Guidelines.

CONTRACTING PROCESS

On March 19, 2007, Public Works solicited proposals from 419 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On April 18, 2007, three proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. All proposals, having met these requirements, were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, financial resources, and references. All three proposers were interviewed by the evaluation committee. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, lowest-price, responsive, and responsible proposer, FAME Assistance Corporation, a California nonprofit organization, located in Los Angeles, California.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

The Honorable Board of Supervisors
January 8, 2008
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CONCLUSION

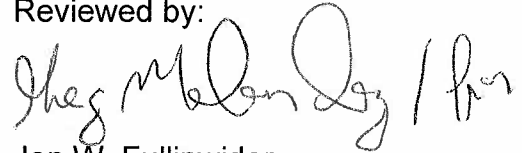
Please return one adopted copy of this letter to the Department of Public Works,
Administrative Services Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

Reviewed by:



Jon W. Fullinwider
Chief Information Officer

WTF:DLW
GZ:dw

Attachments (2)

c: County Counsel
Chief Information Office
Department of Public Works (Chief Information Office, Environmental Programs)

CIO ANALYSIS

DEPARTMENT OF PUBLIC WORKS

RESIDENTIAL RECYCLING PROGRAM

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 2 Yrs # of Option Yrs 1

Contract Components:

☒ Software ☒ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Don Wolfe, Director, DPW

Budget Information :

Y-T-D Contract Expenditures	\$0
Requested Contract Amount (with third-year option)	\$ 744,849
Third-Year Option	\$ 372,424
Three-Year Contingency	\$ 279,318
Aggregate Contract Amount (Including full contingency)	\$1,396,591

Project Background:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions document?

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT standards?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

This two-year project is primarily a public education project to promote and inform the public about residential recycling within the unincorporated County areas. The majority of services performed under this contract relate to development and presentation of community outreach materials, as well as coordinating activities at community events. The project includes a small technology component to fulfill a number of the public education and information dissemination objectives. Specifically, the project includes development of a public education website, a web-based interactive game, and installation and maintenance of information kiosks at a limited number of locations. The project has an initial term of two years, with an optional third year should the department opt to continue services identified within the original scope of work.

Background:

The Department of Public Works (DPW) has contracted for this service with other vendors since 1990. The activities performed under the contract support a Board-adopted Los Angeles County Source Reduction and Recycling Element of the California Integrated Waste Management Act of 1989. The vendor for this project is a non-profit organization, selected via a competitive bid process.

Project Justification/Benefits:

Use of the Recycling website, game, and information kiosks will significantly increase the number of communication methods for disseminating the recycling message.

Project Metrics:

The contract has a well defined Scope of Work and payment deliverables which will allow the Department to assess the degree of vendor performance and task completion. The contract also includes a 'post-program' telephone survey to assess sufficiency of the public education program. No other metrics will be used for this contract.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

If the contract is not implemented, the services performed by the contractor must be deferred or provided by the Department, very likely at a greater cost.

Alternatives Considered:

Other than a competitive bid to select a vendor, no other alternatives were considered.

Project Risks:

Technology related risks are minimal, if any. Potentially, there is a risk that the vendor could utilize non-standard development tools or technologies.

Risk Mitigation Measures:

The Statement of Work includes incremental status checks to assess development of the technology-related components, which will eliminate any potential, albeit minimal, technology risks. Additionally, the Department's very well defined technology and web development standards have been specified within the contract, which will also minimize technology-related risks.

Financial Analysis:

Initial two-year contract:	\$744,849
Third year option:	<u>\$372,424</u>
Sub total:	\$1,117,273

Total three-year contingency: * \$279,318

Potential contract maximum three-year cost:

\$1,396,591

(*Annual Contingency (25%) \$ 93,106

Note, the County Office of the Chief Information Officer (County CIO) routinely recommends that an annual contingency be no greater than 15%. In discussions with DPW regarding the contract's higher contingency rate (25%), it was concluded that this is the Department's standard and routine contingency rate for the type of public education services being rendered. DPW's Chief Information Officer has also confirmed that their office is aware of and supports the County CIO's recommendation that any technology-related tasks that may eventually be considered via contingency funding will be minimal. The County CIO supports this conclusion.

CIO Concerns:

None.

CIO Recommendations:

The County Office of the Chief Information Officer recommends this contract be submitted to the Board for approval.

CIO APPROVAL

Date Received: 11/15/07
Prepared by: Joanne Paul
Date: 11/29/07
Approved: Frank Cing for JWF
Date: 11/29/07

AGREEMENT FOR

RESIDENTIAL RECYCLING PUBLIC EDUCATION PROGRAM

THIS AGREEMENT, made and entered into this ____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and FAME ASSISTANCE CORPORATION, a California nonprofit Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 18, 2007, hereby agrees to provide services as described in the attached specifications for Residential Recycling Public Education Program, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Web Development Standards and Guidelines; Exhibit F, Task/Deliverable Acceptance Certificate; all attached hereto; the CONTRACTOR'S Proposal; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, and are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document and then to the Exhibits according to the following priority:

- Exhibit A – Scope of Work
- Exhibit B – Service Contract General Requirement
- Exhibit C – Internal Revenue Service Notice 1015
- Exhibit D – Safely Surrendered Baby law Posters
- Exhibit E – Web Development Standards and Guidelines
- Exhibit F – Task/Deliverable Acceptance Certificate

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2 an amount not to exceed \$ 744,849 for two-year term and \$372,424.50 for the option year (Maximum Contract Sum), or such greater amount as the Board may approve. The contract sum is based on the price quoted by the contractor and includes an estimated \$60,000 for nonroutine and extraordinary repairs to the Residential Recycling kiosks and broadband Internet

connectivity for the two-year contract term. Should this Contract be renewed as provided in the Fourth paragraph below, contingent upon performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, the COUNTY shall pay the CONTRACTOR an annual amount not to exceed \$372,424.50, which includes an estimated \$30,000 for nonroutine and extraordinary repairs to the Residential Recycling kiosks and broadband Internet connectivity.

FOURTH: This Contract's initial term shall be for a period of two years commencing upon Board approval. At the discretion of the Director, this Contract may be renewed for one additional year, not to exceed a total contract period of three years. The contract work during the option year, if any, shall be as specified by the Contract Manager, and may include one or more repetition of Tasks One, Two, Three, and Four. This reevaluation/modification would include increase in quantity, Tasks One, Three, Four, and a continuation of the monthly reports due in Task Two. Task Three shall be due no later than the 32nd month and Task Four shall be due no later than 45 days before the expiration of the final contract term. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill for the work performed in accordance with Form PW-2, Schedule of Prices, pursuant to Exhibit A, Scope of Work, Section F, Method of Payment. It is understood and agreed that the COUNTY, at its sole discretion, may delete some tasks. Additionally, if there are surplus funds or during the option year, Public Works may increase the quantity of the task items provided in the Schedule of Prices, Form PW-2. If Public Works determines a need to increase the quantity of any such task item(s), any authorized increase repetition of scope of work or performance of a particular task item will be paid at a prorated percentage of the price indicated in the Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract.

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NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through F, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

FOURTEENTH: Liquidated Damages

1. In any case of the CONTRACTOR'S failure to meet certain specified performance requirements, the COUNTY may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the CONTRACTOR. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the COUNTY'S acceptance of liquidated damages shall be construed to waive the COUNTY'S right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work;
 - c. The Contract contains a reasonable scope of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the COUNTY is that the work will be performed with due care

in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the CONTRACTOR is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

- d. The parties are not under any compulsion to contract;
 - e. The CONTRACTOR'S acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the COUNTY for the award of the Contract;
 - f. It would be difficult for the COUNTY to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the COUNTY resulting from the CONTRACTOR'S failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the CONTRACTOR, liquidated damages in the sum of \$500 for each consecutive calendar day that the CONTRACTOR fails to complete work within the time specified unless otherwise provided in this Contract.

FIFTEENTH: Partial or Progress Payment; The CONTRACTOR shall be entitled to payment in respect of a Task or Deliverable, or other Work, only upon successful completion by the CONTRACTOR and approval by the COUNTY of such Task or Deliverable, or other Work. Partial or progress payments towards anticipated or substantial completion of Tasks or Deliverables, or other Work, will not be made under this AGREEMENT.

SIXTEENTH: Minimum System Requirements; Compatibility. Exhibit A (Scope of Work) sets forth the minimum requirements for Residential Recycling Public Education Program and is required for COUNTY to enjoy and exercise fully its rights in respect of minimum requirements. Such minimum requirements shall govern Specifications for installation of the KIOSKS and their operating software, Internet connectivity, Residential Recycling Website, and web-based Residential Recycling Game.

SEVENTEENTH: Definitions

1. "Deficiency" means, as applicable to any Work provided by or on behalf of CONTRACTOR to COUNTY: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Minimum System Requirements, Specifications or mutually agreed upon industry standards, or any other malfunction or error, including the provision of

negligent workmanship, which results in the Residential Recycling Game, Residential Recycling Website, and/or Kiosks described in Exhibit A, Scope of Work, in whole or in part, not performing in accordance with the Minimum System Requirements and Specifications, including those set forth in the Exhibit A, Scope of Work, as determined by COUNTY Contract Manager, in COUNTY Contract Manager's sole discretion. Unless the context otherwise clearly requires, when used in this AGREEMENT, the term "deficiency" has the same meaning as the term "Deficiency."

2. "Deliverable" means a service, product, or goods to be provided by the CONTRACTOR to the COUNTY under this AGREEMENT and identified as a numbered Deliverable in the Exhibit A, Scope of Work, Section E, Schedule of Deliverables.
2. "Documentation" means any and all written materials, including user manuals, quick-reference guides, FAQs, training materials, testing protocols, methodologies, Specifications, system designs and system design reviews that support the use and execution of Residential Recycling Public Education Program, including the System Software⁴.
3. "Hardware" means any and all hardware and/or other equipment provided by or on behalf of CONTRACTOR in furtherance of its obligations under this AGREEMENT, including the Hardware described in Exhibit A, Scope of Work.
4. "Software" means any and all software applications, programming, upgrades, updates, enhancements, revisions, new version releases, improvements, corrections, bug fixes, patches, and modifications, including Third-Party Software, from time to time conceived, created, and/or developed by or on behalf of CONTRACTOR in furtherance of its obligations under this AGREEMENT, including the software or "Software" described in Exhibit A, Scope of Work, and/or any change order or amendment. Unless otherwise expressly noted, "Software" includes both object code and source code versions of such Software.
5. "Source Code" means computer programming code in form that is not suitable for machine execution without steps of interpretation or compilation, including the tools kits that created, and enable creation of, such code.

EIGHTEENTH: Work; Approval and Acceptance

1. General: Upon completion of particular Tasks, including all applicable subtasks, Deliverables, goods, services, and other Work to be provided by CONTRACTOR pursuant to this AGREEMENT, including the Scope of Work and any change order, CONTRACTOR shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit F (Task/Deliverable Acceptance Certificate) to the Contract Manager, together with any supporting documentation reasonably requested by COUNTY for the Contract Manager's written approval. The CONTRACTOR acknowledges that notwithstanding anything herein to the contrary, CONTRACTOR

must complete all Work required in Exhibit A, and this Work shall be completed to County's satisfaction. All Work shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in the Exhibit A, Scope of Work, and must have the written approval of Contract Manager, as evidenced by the Contract Manager's countersignature to the applicable Task/Deliverable Acceptance Certificate. In no event shall COUNTY be liable or responsible for payment respecting a particular Task prior to execution of the Task/Deliverable Acceptance Certificate for such Task.

2. Software Acceptance. CONTRACTOR shall achieve Software Acceptance on the dates specified in accordance with the Method of Payment, Exhibit A, Section F1 (f) and (g) pursuant to the execution of this contract provided that such date may be extended at the sole discretion of the Director or designee. CONTRACTOR shall achieve Software Acceptance upon successful completion of all the following: (a) its completion and delivery of all Tasks, subtasks, Deliverables, goods, services and testing protocols associated with the requirements set forth in the Scope of Work; (b) successful implementation of all functions and features of all phases and successful achievement of all testing protocols has been verified by CONTRACTOR; (c) Contract Manager has provided CONTRACTOR with written approval, as evidenced by Contract Manager's countersignature on applicable Task/Deliverable Acceptance Certificates (Exhibit F), of all such Work; and (d) Contract Manager has provided CONTRACTOR with written approval, as evidenced by Contract Manager's countersignature on applicable Task/Deliverable Acceptance Certificate (Exhibit F), of CONTRACTOR'S achievement of Software Acceptance (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Software Acceptance Date").
3. Hardware Acceptance. CONTRACTOR shall achieve Hardware Acceptance on the date specified on the Method of Payment, Exhibit A, Section F1 (j) pursuant to the execution of this contract provided that such date may be extended at the sole discretion of the Director or designee. CONTRACTOR shall achieve Hardware Acceptance upon successful completion of all the following: (a) its completion and delivery of all Tasks, subtasks, Deliverables, goods, services and testing protocols associated with the requirements set forth in the Scope of Work; (b) successful implementation of all functions and features of all phases and successful achievement of all testing protocols has been verified by CONTRACTOR; (c) Contract Manager has provided CONTRACTOR with written approval, as evidenced by Contract Manager's countersignature on applicable Task/Deliverable Acceptance Certificates (Exhibit F), of all such Work. Contract Manager will meet CONTRACTOR at each location, for initial deployment to verify, inspect, and acceptance of hardware; and (d) Contract Manager has provided CONTRACTOR with written approval, as evidenced by Contract Manager's countersignature on applicable Task/Deliverable Acceptance Certificate (Exhibit F), of CONTRACTOR'S achievement of Hardware Acceptance (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Hardware Acceptance Date").

NINETEENTH: Delivery of Goods; Taxes

CONTRACTOR agrees that the kiosk navigation software, website design, and recycling game shall be delivered (a) solely in electronic form via compact disk, electronic mail, and/or Internet download; or (b) personally by CONTRACTOR.

The fees set forth in Method of Payments in Exhibit A, Section F, shall include applicable California and other State and local sales/use Taxes on all Tasks, subtasks, goods, services, and other Work procured by COUNTY pursuant to or otherwise due as a result of this AGREEMENT. All California sales/use Taxes shall be paid directly by CONTRACTOR to the State or other taxing authority. CONTRACTOR shall be solely liable and responsible for any and all California and other State and local sales/use Taxes billed by CONTRACTOR to COUNTY and paid by COUNTY to CONTRACTOR in accordance with this AGREEMENT. In the event CONTRACTOR fails to pay such California or any other State or local sales/use Tax and such Taxes have been paid by COUNTY to CONTRACTOR, CONTRACTOR shall reimburse COUNTY for any and all Tax amounts paid by COUNTY as a result of such failure and any attorneys' fees, including costs, associated therewith. In addition, CONTRACTOR shall be solely responsible for all Taxes based on CONTRACTOR'S income or gross revenue, or personal property Taxes levied or assessed on CONTRACTOR'S personal property to which COUNTY does not hold title.

TWENTIETH: Representation and Warranties

As used in this AGREEMENT, the "Hardware Warranty Period" for hardware and kiosk means the duration of the contract period including the option year if one is granted. The "Software Warranty Period" for software means the period commencing on the Software Acceptance Date indicated in Exhibit F and continuing for six months thereafter. CONTRACTOR hereby represents, warrants, and covenants to COUNTY that for the Hardware and Software Warranty Periods:

The Residential Recycling Public Education Program's kiosk navigation software, recycling game software, content filtering software, virus software, web software, and all others, shall perform fully in accordance with Specifications, or any amendments thereto;

The Residential Recycling Public Education Program's hardware system for kiosks, PCs, broadband hardware, or any equipment connected to the system shall perform fully in accordance with the Specifications or any amendments thereto;

CONTRACTOR shall provide all services necessary to correct all Deficiencies arising during the Hardware and Software Warranty Periods, but CONTRACTOR shall not charge, and COUNTY shall not pay, any additional fees for such services. Notwithstanding any provision of this AGREEMENT to the contrary, the obligations of CONTRACTOR under this TWENTIETH paragraph (Representations and Warranties) shall continue until all Deficiencies arising during the Hardware and Software Warranty Periods have been corrected by CONTRACTOR.

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TWENTY-FIRST: Proprietary Consideration

1. CONTRACTOR and COUNTY agree that all materials, including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, videos, advertising, software, source codes, website plans and designs, interactive media, and any other information developed under this AGREEMENT and any and all Intellectual Property rights, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, shall be the sole property of COUNTY (hereafter collectively, "County Materials"). CONTRACTOR hereby assigns and transfers to COUNTY all CONTRACTOR'S right, title and interest in and to all such County Materials developed under this AGREEMENT. Notwithstanding such COUNTY ownership in the County Materials, CONTRACTOR may retain possession of working papers and materials prepared by CONTRACTOR under this Contract. During and for a minimum of five years subsequent to the term of this AGREEMENT, COUNTY shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.
2. Transfer to COUNTY. Upon request of COUNTY, CONTRACTOR shall execute all documents requested by COUNTY and shall perform all other acts requested by COUNTY to assign and transfer to, and vest in COUNTY, any and all CONTRACTOR'S right, title and interest in and to the County Materials, including, but not limited to, all copyright, trademarks, service marks, trade names, unpatented, inventions, patent application, patents, design rights, know-how, and any other proprietary rights and derivatives thereof and patent and trade secret rights. COUNTY shall have the sole right to register all copyrights and patents in the name of the County of Los Angeles. Further, COUNTY shall have the right to assign, license, or otherwise transfer any and all COUNTY'S right, title and interest, including, but not limited to, copyrights, trademarks, and patents, in and to the County Materials.
3. Copyright Notices. CONTRACTOR shall affix the following notice to all County Materials: including but not limited to all website pages, interactive media, images, text, plans, reports, and advertisements: "© Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." CONTRACTOR shall affix such notice on the title page of all system and user documentation; and as otherwise as directed by COUNTY.
4. Acknowledgments/Attribution COUNTY shall have the sole and exclusive right to control the preparation, modification and revisions of, all acknowledgment and attribution language for all County Materials resulting from this AGREEMENT.
5. CONTRACTOR'S Obligations: CONTRACTOR shall protect the security of and keep confidential all County Materials obtained or produced under this

AGREEMENT. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such County Materials from loss or damage by any cause, including fire and theft. CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, relating to any risk, threat, vulnerability, weakness, or problem regarding data security in COUNTY'S computer systems, or to any safeguard, countermeasure, or contingency plan, policy, or procedure for data security contemplated or implemented by COUNTY without COUNTY'S prior written consent. During the term of this AGREEMENT and for five years thereafter, CONTRACTOR shall also maintain and provide security for all CONTRACTOR'S working papers prepared under this AGREEMENT.

6. Proprietary and Confidential. Any and all materials developed or originally acquired by CONTRACTOR outside the scope of this AGREEMENT (hereinafter "Contractor Materials") which CONTRACTOR desires to use hereunder, and which CONTRACTOR considers to be proprietary or confidential, must be specifically identified by CONTRACTOR to COUNTY'S Contract Manager as proprietary or confidential and shall be plainly and prominently marked by CONTRACTOR as "PROPRIETARY" or "CONFIDENTIAL" on each appropriate page of any document containing such Contractor Materials.
7. COUNTY'S Rights and Obligations. COUNTY will protect the security and keep confidential, to the extent possible, as permitted by law, Contractor Materials that are proprietary and/or confidential. COUNTY agrees not to reproduce, distribute, or disclose to any non-COUNTY entities any such Contractor Materials that are proprietary and/or confidential without the prior written consent of CONTRACTOR, except as required by law or as specifically permitted pursuant to this AGREEMENT. Notwithstanding the foregoing, it is expressly agreed that COUNTY may reproduce, distribute, or disclose such proprietary and/or confidential Contractor Materials without CONTRACTOR'S consent to other governmental or public agencies within Los Angeles County, provided that COUNTY acquires consent of such governmental or public agencies to the same obligations assumed by COUNTY to protect and keep confidential such Contractor Materials. Further, COUNTY will use whatever security measures are reasonably necessary to protect all such Contractor Materials from loss or damage by any cause, including, but not limited to, fire and theft.
8. No Obligation by COUNTY. Notwithstanding any other provision of this AGREEMENT, COUNTY will not be obligated to CONTRACTOR in any way under this AGREEMENT for disclosure of:
 - a. Any of Contractor Materials that are proprietary and/or confidential which are not plainly and prominently marked with restrictive legends as required pursuant to the TWENTY-FIRST Paragraph, subsection 5, Proprietary and Confidential;

- b. Any County Materials covered under the TWENTY-FIRST paragraph, subsection 3, Copyright Notices;
 - c. Any materials that COUNTY is required to make under the California Public Records Act or otherwise by law.
9. Survival. The provisions of this Paragraph, TWENTY-FIRST, Proprietary Considerations, shall survive the expiration or termination of this AGREEMENT.

TWENTY-SECOND: Third-Party Software

1. CONTRACTOR hereby represents and warrants that none of the County Materials and Contractor Materials other than the third-party software as specified in the CONTRACTOR'S Residential Recycling Public Education Plan, Task One, is owned by third-parties. CONTRACTOR represents and warrants that it has not modified and shall not modify, nor does CONTRACTOR has any need to modify, Third-Party Software in order for the software to fully perform in accordance with all requirements of this AGREEMENT. CONTRACTOR represents and warrants that all Third-Party Software is provided to COUNTY in the same unmodified form as received by CONTRACTOR from the applicable third-party. CONTRACTOR represents and warrants that Third-Party Software shall, together with the remainder of the software, fully satisfy all requirements of the AGREEMENT without the need for any modification of Third-Party Software by CONTRACTOR or otherwise. CONTRACTOR shall defend, indemnify and hold COUNTY harmless against any claims made by any third party regarding CONTRACTOR'S modifications to third party software, including any claims based on infringement of copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right, arising from COUNTY'S use of this Third-Party Software. CONTRACTOR will also indemnify and defend at its expense, any action brought against COUNTY based on a claim that the third party software furnished hereunder and used within the scope of this AGREEMENT infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and CONTRACTOR will pay any costs, damages, and attorney's fees awarded against COUNTY. COUNTY will notify CONTRACTOR promptly and in writing of such action or claim and will permit CONTRACTOR to fully participate in the defense thereof.
2. COUNTY acknowledges that it may have to execute certain third-party license in respect of such Third-Party Software. The third-party license shall be at no additional cost to COUNTY. To the extent that any such third-party license conflicts with this or in any way restricts COUNTY'S full use and enjoyment of the Deliverables as contemplated herein, CONTRACTOR shall take all necessary action and pay all sums required for COUNTY to fully enjoy all the rights and benefits in respect of the Deliverables granted under this AGREEMENT. CONTRACTOR shall promptly and at no cost to COUNTY, either: (1) obtain a license from the appropriate third-party, which shall enable CONTRACTOR to modify such Third-Party Software, and CONTRACTOR shall provide all necessary

modifications, or (2) to the extent that CONTRACTOR is unable to obtain such a license, provide an update or alternative solution, which is functionally equivalent, in the sole determination of CONTRACTOR and Contract Manager, in lieu of modifying such Third-Party Software.

TWENTY-THIRD: Production Use of the System

Following installation by CONTRACTOR and prior to Software Acceptance by COUNTY, COUNTY shall have the right to use, in production mode, any completed portion of the website without any additional cost to COUNTY where COUNTY determines that it is desirable or necessary for COUNTY operations. Such production use shall not restrict CONTRACTOR'S performance under this AGREEMENT and shall not be deemed to be CONTRACTOR'S achievement of Software Acceptance.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

FAME ASSISTANCE CORPORATION

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

ATTACHMENT B**Bid Detail Information****Bid Number :** PW-ASD 660**Bid Title :** Residential Recycling Public Education Program**Bid Type :** Service**Department :** Public Works**Commodity :** EDUCATIONAL RESEARCH SERVICES**Open Date :** 3/20/2007**Closing Date :** 3/29/2007 2:00 PM**Bid Amount :** N/A**Bid Download :** Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the Residential Recycling Public Education Program Services (2007-AN015). The total annual contract amount of this service is estimated to be \$500,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/residentialrecycling.pdf> or from Mr. Edwin Manoukian at (626) 458-4057, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirements: Proposers and any subcontractor(s) must meet all minimum requirements set forth in the RFP, including, but not limited to, a minimum of two years' experience designing, implementing, and conducting outreach campaigns in the field of solid waste management, public relations, and public education for large organizations, as well as two years' experience in the development, negotiation, and placement of advertisements of broadcast media.

A Proposers' Conference will be held on Thursday, March 29, 2007, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, April 12, 2007, at 11 a.m. Please direct your questions to Mr. Manoukian at the number above.

Contact Name : Edwin Manoukian**Contact Phone# :** (626) 458-4057**Contact Email :** emanoukian@dpw.lacounty.gov**Last Changed On :** 3/20/2007 4:17:05 PM[Back to Last Window](#)